



# PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

August 11, 1993

Mr. Chet Kane  
Kane, Bortree and Associates  
820 Second Avenue  
Third Floor  
New York, New York 10017

Dear Mr. Kane:

Kane, Bortree and Associates ("Kane") has offered to provide certain services to Philip Morris Incorporated ("Philip Morris"). In order for Kane to provide such services, Philip Morris will have to disclose to Kane information that Philip Morris considers to be proprietary or confidential. Accordingly, Philip Morris asks that Kane confirm, by your signature below, Kane's agreement to the provisions set out in this letter.

In exchange for the sum of \$10.00, Philip Morris' agreement to consider retaining Kane for certain services, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Kane, Kane agrees as follows:

1. Kane will hold in strict confidence all information, that may be disclosed to Kane, either orally or in writing by Philip Morris, its employees, or agents in connection with, or incidental to, Kane's performance of services for Philip Morris. Kane will use any such information only for the benefit and at the direction of Philip Morris, and, unless Kane has secured the prior express written consent of Philip Morris, will not disclose such information to a third party, except those of Kane's employees or agents who have a genuine need to know the information for Kane's performance of services for Philip Morris, and subject to a suitable undertaking of confidentiality from the employees or agents. Kane's obligations under this paragraph will not apply to information that Kane can demonstrate by competent proof to have been in Kane's possession or publicly available prior to Philip Morris' disclosure of such information to Kane.

2. Kane further agrees to disclose to Philip Morris the existence of any current or pending services Kane is performing or will perform relating to products that are directly competitive with any tobacco product of Philip Morris or its subsidiaries and affiliates.

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3. The confidentiality of disclosures initially made orally or by Philip Morris' employees or agents will be confirmed in writing upon Kane's request in order to enable Kane to better identify proprietary or confidential information, but will be considered confidential if no such request is made.

4. Except as otherwise specifically agreed by Kane and Philip Morris, this agreement will be binding unless and until superseded by a further written agreement between the parties.

If the foregoing meets with Kane's approval, please so indicate by countersigning one copy of this letter and returning it to the attention of the undersigned.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: Norma J. Fiter  
Name:  
Title:

ACCEPTED AND AGREED AS OF  
THE DATE OF THIS LETTER:

KANE, BORTREE AND ASSOCIATES

By: Jeff S. Kane  
Name:  
Title: President

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